

EXHIBIT 76-5

EXHIBIT 76-5



Special Intelligence Service
221 North Kansas Street, Suite 1500
El Paso, TX 79901
P: (915) 219-7233
www.isishq.com

SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Agreement") is made and entered into this effective date of 01 June 2015 by and between Integrated Systems Improvement Services, Inc. d/b/a Special Intelligence Service ("SIS"), an Arizona corporation with its headquarters located at 221 North Kansas Street, Suite 1500, El Paso, TX 79901 and PRO-TECT SECURITY (hereafter "Subcontractor") with its principal place of business located at 3511 S. EASTERN AVE. LAS VEGAS, NV 89169.

WHEREAS, Special Intelligence Service desires to engage the services of an experienced Subcontractor to assist SIS in executive protection; and

WHEREAS, Subcontractor is experience in providing the desired services, has offered to perform the desired services, and SIS has accepted that offer.

NOW THEREFORE, based upon the foregoing and for valuable consideration the receipt of which is acknowledged, the parties hereby agree as follows:

1. Scope of Work

- a. Subcontractor will provide the services described in *Exhibit A - Scope of Work* (the "Work"), together with all materials, supplies, equipment, tools, labor, and related services reasonably necessary for the successful completion of the Work, all in accordance with and subject to this Agreement.

2. Place of Performance

- a. Subcontractor shall perform its duties under this Agreement at times and locations determined by SIS.

3. Period of Performance

- a. This Agreement will be for the duration as indicated in *Exhibit A - Scope of Work*.

4. Independent Contractor

- a. Subcontractor shall be an independent contractor with respect to performance of all Work under this Agreement, and neither Subcontractor nor anyone employed by Subcontractor shall be deemed for any purpose to be the employee, agent, or representative of SIS nor shall it or they have any authority to speak for or otherwise to bind SIS in any manner.



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5. Subcontractor's Representative

- a. Prior to the commencement of the Work under this Agreement, Subcontractor will designate a competent, authorized representative to represent and act for Subcontractor and will inform SIS in writing of the name(s), qualifications, experience, and address of such proposed representative who, upon written approval of SIS, will have complete authority to represent Subcontractor. The Subcontractor employee assigned to manage this contract will coordinate with the SIS designee.

6. Warranty, Right of Inspection, Rejection, and Removal

Subcontractor warrants and represents to SIS that:

- a. Based upon the description of the Work, Subcontractor understands the currently known hazards and risk which are presented to human beings and property.
- b. Subcontractor will perform the Work in a safe and workmanlike manner that is consistent with good commercial practice in the industry, subject to the terms and conditions of this Agreement.
- c. Subcontractor will perform all Work to be conducted under the terms and condition of this Agreement to the satisfaction of SIS, with due diligence, care, and safety, and will provide competent supervision of the Work performed under this Agreement.
- d. SIS shall have the right to inspect and to reject any services which, in its judgment, is not in keeping with this Agreement.
- e. SIS also shall have the right to request Subcontractor to remove any of its personnel or those of Subcontractor's lower tier Subcontractor(s) from performance of the Work under this Agreement, if such person is deemed by SIS to be incompetent, disorderly, or otherwise unsatisfactory, with which request Subcontractor shall comply promptly.
- f. With respect to any and all vehicles, equipment, and personnel to be provided by Subcontractor in the performance of the Work under this Agreement, Subcontractor shall have obtained or will obtain before commencing Work all permits, licenses, certificates, or approvals required to comply with valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state, and local requirements.
- g. Subcontractor, or its principals, is not debarred, suspended, or proposed for debarment by the Federal Government.



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7. Time is of the Essence

- a. Time is of the essence in the performance of this Agreement.

8. Price and Compensation

- a. SIS render compensation to Subcontractor as set forth in *Exhibit B – Rates*. The rates is the complete compensation to Subcontractor for all labor, materials, and expenses necessary for completion of the Work, including Subcontractor's profit. Should additional costs be incurred, a written agreement must be signed between both SIS and Subcontractor, describing the cost, its amount, and pertinent provisions.

9. Invoice and Payment

- a. Subcontractor will submit invoices to SIS for services provided within fifteen (15) working days after the end of the month. Invoices will include supporting materials necessary to substantiate the amount sought. This supporting material may include reports if specified in *Exhibit A – Scope of Work*.
- b. Invoices may be sent electronically or by mail specified in *Exhibit C – Addresses for Invoices and Notices*. Rejected invoices will be returned to Subcontractor for resubmission and will state the reason(s) for rejection.

10. Changes

- a. Changes to the Agreement may be completed at any time and must be in writing, with mutual agreement between SIS and Subcontractor. Amendments to the Work must include a revised version of *Exhibit A – Scope of Work* and, if applicable, *Exhibit B – Rates*. Changes to rates or time for performance as a result of changes in Work must be made in writing within ten (10) days from the date the changes are ordered. Subcontractor will promptly proceed with performance of the Agreement as outlined in the revised Work.

11. Disputes

- a. Any controversy or claim arising under or related directly or indirectly to this Agreement, regardless of legal theory ("Dispute") shall be resolved solely in accordance with the terms of this article.
- b. The aggrieved party will give notice in writing to the other party. The parties will negotiate in good faith and attempt to resolve the Dispute with participation from management having the authority to approve a resolution.



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- c. If the Dispute cannot be settle by good faith negotiations within thirty (30) days, the parties will submit it to non-binding mediation, which shall be conducted promptly. Mediation will be conducted under the rules of the American Arbitration Association, unless the parties agree to other rules.
- d. If agreement cannot be reached within seven (7) days of submission of the Dispute to mediation, or such longer period which the parties may agree to in writing, each party will have the right to pursue any and all remedies available to it hereunder or at law or in equity.
- e. Notwithstanding the existence of a Dispute between the parties, Subcontractor will not be entitled to suspend or otherwise delay its performance of the Work.

12. Liability/Indemnity

- a. Each Party each agrees to indemnify and save harmless the other Party from and against any and all losses, liabilities, expenses (including, without limitation, reasonable fees and disbursements of counsel), claims, liens, damages or other obligations whatsoever (collectively, "Claims") that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of their respective representations or the breach of any of their respective warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered pursuant to this Agreement.
- b. Compliance with Laws and Regulations. In the performance of this Agreement, Subcontractor shall comply, and shall require its Subcontractors, agents, and representatives to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and others (collectively "Laws"). Subcontractor agrees to indemnify and to save and hold SIS harmless from and against any loss, including but not limited to fines, penalties, and corrective measures SIS may sustain by reason of Subcontractor's failure to comply with any of these laws in connection with the performance of this Agreement. Subcontractor shall obtain and maintain all permits, licenses, clearances, and consents required by government authorities for performance of the Work. Subcontractor shall supply such evidence of compliance with this Section as SIS may reasonably request.
- c. Procurement Integrity, Ethics, Foreign Corrupt Practices Act. Each party represents, warrants and covenants with the other that its operations by or on behalf of related the Agreement (whether individually or through its affiliates) will not violate any applicable law, ordinance, order, rule or regulation of any governmental agency or authority, incident or applicable to its performance of this Agreement, including without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended. Each party will not, either directly or indirectly, pay, offer, promise or give any funds, any undertaking or any other



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thing of value to any governmental official, political party or official thereof or candidate in his or her official capacity for the purpose of influencing any governmental act or decision that may result in either of the parties obtaining or retaining business. Each party will indemnify and hold the other party harmless from any loss, liability, damage, claim or expense arising from or growing out of the failure of such party to comply with any such laws, rules, regulations, ordinances, orders, rules or regulations. In addition to other representations and warranties set forth in this Agreement, the parties represent and warrant that they have instituted all necessary procedures to comply with FAR 3.10 et seq., amended, have instituted a Contractor Code of Business and Conduct, and certify that there is no pending issue or investigation that would require or potentially involve notice to the Government under the FAR's mandatory disclosure requirements.

- d. Export Licenses. Subcontractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations ("ITAR"), 22 CFR Parts 120 through 130, and the Export Administration Regulations ("EAR"), 15 CFR Parts 730 through 799, in the performance of this contract. Absent of available Absent of available license exemptions/exceptions, SUBCONTRACTOR shall be responsible for obtaining the appropriate licenses or other approvals, if required, before using foreign persons in the performance of this contract, if such foreign persons will have access to export controlled data or software.
- e. Subcontractor Workers Compensation. SUBCONTRACTOR specifically waives any right to immunity under any workers compensation statute with respect to its acceptance of liability for injury to its own employees under this indemnification. Any specific reference to such waiver required by any particular state law is incorporated by reference hereunder.
- f. Liability for Subcontractors. SUBCONTRACTOR shall not further subcontract any portions of Work specified in this agreement without prior approval of SIS.

13. INSURANCE

- a. Subcontractor will require all insurance companies or their authorized representatives issuing policies of insurance for Subcontractor to certify in duplicate to SIS on the current certificate of insurance form, or on other form acceptable to SIS prior to the commencement of Subcontractor's Work that such policies have been issued and are currently in effect. Certified copies of insurance policies procured by Subcontractor will be furnished to SIS, upon the request of SIS.
- b. Policies issued for Subcontractor will be endorsed as follows:



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- i. SIS and its respective employees will be listed as additional insured's on all Liability policies of insurance listed in sub-paragraph 3 below;
- ii. Subcontractor's insurance is primary, and any insurance by Contractor is excess and noncontributory to insurance maintained by Subcontractor;
- iii. A waiver of subrogation in favor of Contractor and the Government; and
- iv. Cross liability or severability of interest coverage (liability policies only).

14. FORCE MAJEURE

- a. Neither party shall be responsible for any delay or failure in its performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, lightning, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, acts or omissions of carriers, or other similar causes beyond its control.
- b. If such a force majeure circumstances occurs, the affected party will give notice in writing promptly to the other party. The other party may elect to (a) terminate this Agreement immediately in accordance with the procedures for Termination for Convenience; or (b) suspend this Agreement, in whole or in part, for the duration of the force majeure circumstances.
- c. The party experiencing the force majeure circumstances shall promptly take reasonable measures to rectify the circumstances affecting its performance. Further, it will cooperate with and assist the other party to minimize the impact of the force majeure circumstances on it, including assisting in locating and arranging for substitute performance of the Work if necessary.

15. TERMINATION

- a. Termination for Convenience: At any time, SIS may, for its convenience, in its sole discretion, terminate this Agreement in whole or in part, by giving notice to Subcontractor 10 business days. Upon receiving such notice, Subcontractor will:
 - i. Stop performance of all Work except that reasonably necessary to carry out termination;
 - ii. Make no further monetary commitments except with the prior written consent of Contractor;
 - iii. At SIS's request, assign to SIS rights of Subcontractor to all outstanding lower tier subcontracts, if any;



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- iv. At SIS's request, terminate any or all outstanding all lower tier subcontracts; and
 - v. Take all other actions with respect to termination that SIS may reasonably request.
- b. Termination for Default by Subcontractor. In the event of a breach of performance:
- i. SIS may send Subcontractor notice to cure ("Cure Notice") if (i) Subcontractor commits a breach of any material obligation under this Agreement; (ii) Subcontractor loses its security clearance; (iii) any assignment for the benefit of creditors, bankruptcy, insolvency, receivership, or similar proceeding is initiated by or against Subcontractor; or (iv) any of Subcontractor's owners, board members, executives, or any key personnel or other individuals having a managerial role related to the Work are charged with criminal action that in any way pertains to an act of fraud, dishonesty or lack of veracity, as well as any crime that presents the possibility of incarceration. Subcontractor will provide timely notification of any such criminal actions or allegations.
 - ii. Subcontractor will have 14 days after delivery of the Cure Notice to correct the deficiencies raised in the Cure Notice.
- SIS has the sole final discretion to determine the adequacy of any cure or staff replacement. If Subcontractor does not correct all deficiencies raised in the Cure Notice within 14 days SIS will have the right, in addition to all other rights or remedies it may have hereunder or by law or in equity, to terminate this Agreement at a time specified by giving written notice to Subcontractor.
- iii. In the event of termination for default SIS, by itself or through its nominee, may take over and complete Subcontractor's performance under this Agreement, with Subcontractor to bear any extra procurement costs. In such event, from the date specified in the termination notice and going forward, SIS or its nominee will assume contractual obligations of Subcontractor to the lower tier Subcontractors, assume responsibility for the Work and take possession of all material and equipment pertaining thereto.
- c. The failure of SIS to terminate Subcontractor for any default will not be deemed a waiver of its right to terminate for continuing, related or independent defaults.

16. TAXES



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- a. Subcontractor shall be responsible for the reporting and payment of all taxes, contributions and premiums payable on its employees or on its operations under workmen's compensation laws, unemployment compensation laws, the Federal Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes and any other taxes, contributions and premiums which become payable by operation of law or contract, including contributions payable by the employees, and shall save SIS harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with all requirements of such laws or contracts.

17. RECORDS AND AUDITS

- a. Subcontractor and its subcontractors of any tier shall maintain true and correct sets of records of all reimbursable costs in connection with the Work and all transactions related to the Work and shall retain all such records for at least three years after final payment under this Agreement.
- b. SIS may from time to time, and at any time after the date of this Agreement until three years after final payment under this Agreement, make an audit of all records of Subcontractor and subcontractors of any tier to Subcontractor in connection with the reimbursable costs, if any. Subcontractor shall assist SIS in making the above audits.
- c. Subcontractor will abide by the provisions of this article in contracts with its Subcontractors of any tier.

18. NOTICES.

- a. Notices will be deemed sufficiently given when deposited in the United States mail, postage prepaid, certified and return receipt required, and addressed as indicated in *Exhibit C - Addresses for Invoices and Notices*, or as otherwise provided in this Agreement.

19. GOVERNING LAW, JURISDICTION, AND VENUE

- a. In the event of a dispute of this Agreement, SIS and Subcontractor agree to allow the courts decide the appropriate governing law, jurisdiction, and venue.

20. SEVERABILITY AND SURVIVAL

- a. The provisions of this Agreement are severable, and, if any provision is determined to be illegal or unenforceable by a court of competent jurisdiction, such determination will in no manner affect any other provision of this Agreement, and the remainder of this Agreement will remain in full force and effect. In the event that any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, SIS and Subcontractor will in good faith negotiate an equitable adjustment in the



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provisions of this Agreement to preserve its purpose and maintain the allocation of risk, liabilities and obligations originally agreed upon to the maximum extent then possible under applicable law.

- b. Notwithstanding anything to the contrary in this Agreement, the provisions of this Agreement setting forth (i) Subcontractor's obligations with respect to confidentiality, indemnification, and warranty; (ii) limitations on SIS's liability; and (iii) any obligation which expressly or by implication survives termination of this Agreement, will survive completion of the Work and termination of this Agreement.

21. ASSIGNMENT

- a. Neither this Agreement nor any part thereof nor any right arising under it will be transferred or assigned by Subcontractor to any other individual, firm, partnership, corporation, institution, or government agency without the prior written consent of the SIS. No consent will be required in the event of a transfer or assignment to an affiliate of a party or a purchaser of substantially all of a party's assets, stock, or interests. Any assignment or delegation in contravention of this clause will be null and void and of no effect.

22. NO THIRD-PARTY BENEFICIARIES

- a. Nothing in this Agreement will be construed to give any rights or benefits to anyone other than the SIS or Subcontractor.

23. USE OF SMALL BUSINESS CONCERNS; INCORPORATED FAR CLAUSES

- a. Exhibit D - Clauses Incorporated By Reference sets forth those clauses of the FAR incorporated into this Agreement. SUBCONTRACTOR will be familiar with these clauses, adhere to them, and include them in each lower-tier subcontract. Government clauses are available on the Internet at <http://acquisition.gov/>.

24. EXHIBITS & ATTACHMENTS

- a. The following Exhibits are attached hereto and specifically incorporated into and made a part of this Agreement:
 - i. Exhibit A-Scope of Work
 - ii. Exhibit B – Rates
 - iii. Exhibit C-Addresses for Payment and Notices



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iv. Exhibit D - Clauses Incorporated By Reference

25. INTEGRATION CLAUSE AND MODIFICATION OF AGREEMENT

- a. This Agreement together with the Exhibits identified herein constitute the complete agreement between the parties with respect to the subject matter hereof and supersede all prior written or oral contracts, agreements, representations and/or understandings of any kind or nature that the parties may have entered into or had prior to the effective date of this Agreement with respect to the subject matter hereof. The headings in this Agreement are for included for convenience of reference only and will not in any manner affect the construction, meaning, or effect of anything in this Agreement. This Agreement (including the Exhibits) may be amended, supplemented, modified, or canceled only by a written instrument duly executed by an authorized representative of each party.

26. NON-SOLICITATION; NON-CIRCUMVENTION

- a. "Business Resource" is defined as any entity related to the work for which this Agreement is signed. The Subcontractor shall not in any manner circumvent or attempt to circumvent SIS and shall not enter into direct or indirect offers, negotiations or transactions with a Business Resource revealed by SIS or discovered as associated with the work to be performed according to this Agreement. Subcontractor agrees not to contact or initiate contact at any time for any purpose, either directly or indirectly, the Business Resource or any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of the Business Resource, or any other property or properties whose identity was revealed through the efforts of SIS, unless such approval is specifically granted in written form by SIS on a case-by-case basis. Subcontractor further agrees not to undertake any transaction or a series of transactions of any kind with the Business Resource or to collect any fees in connection with the Business Resource without the express prior written agreement of SIS, which agreement may be withheld in SIS' sole discretion.
- b. In the event of circumvention by the Contractor, whether direct and/or indirect, SIS shall be entitled to all rights, restitution, recovery for damages, relief in equity, and other rights available to Principal under law or equity. SIS also reserves the right to any and all expenses, including any and all legal fees incurred in recovery of damages.

27. Nondisclosure.

- a. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in



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the business in which Principal and Contractor is engaged. If Confidential Information is in written form, the disclosing party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the disclosing party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

- b. Receiving party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the receiving party; (b) discovered or created by the receiving party before disclosure by disclosing party; (c) learned by the receiving party through legitimate means other than from the disclosing party or disclosing party's representatives; or (d) is disclosed by receiving party with disclosing party's prior written approval.
- c. Receiving party must hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the disclosing party. Receiving party must carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and must require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving party must not, without prior written approval of disclosing party, use for receiving party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of disclosing party, any Confidential Information. Receiving party shall return to disclosing party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if disclosing party requests it in writing.
- d. The nondisclosure provision of this Agreement survives the termination of this Agreement. Receiving party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until disclosing party sends receiving party written notice releasing receiving party from this Agreement, whichever occurs first.

28. CONFLICT OF INTEREST CLAUSES

- a. Subcontractor represents that its execution and performance of this Subcontract do not conflict with or breach any contractual, fiduciary or other duty or obligation to which Subcontractor is bound. The organizational conflict of interest principles are taken from FAR 9.5, entitled "Organizational Conflict of Interest," ("OCI") and Subcontractor acknowledges its understanding of these regulations. Subcontractor agrees that its obligations set forth in this provision apply to itself and to its parent, subsidiaries, and affiliates, as now or hereafter constituted. Subcontractor agrees to include these clauses in any lower tier subcontract. Subcontractor represents that it will not accept work during the term of this



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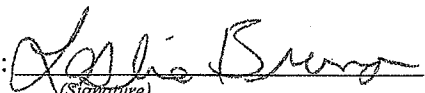
Subcontract that would create an organizational conflict of interest as defined in FAR Subpart 9.5.

- b. Subcontractor further agrees: To the best of its knowledge and belief, there are no relevant facts or circumstances concerning any past, present, or potential contracts or financial interests relating to the work to be performed that could give rise to an OCI as defined above, and that any actual or potential OCI with respect to the work to be performed under the Subcontract has been communicated in writing by the Subcontractor to the Customer and Prime Contractor.

29. AUTHORIZATION AND AUTHORITY OF REPRESENTATIVES

SIS and SUBCONTRACTOR each represent and warrant that this Agreement has been duly approved and executed by an authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the day and year written above.

INTEGRATED SYSTEMS IMPROVEMENT SERVICES, INC. d/b/a SPECIAL INTELLIGENCE SERVICE	Subcontractor Company Name: <u>PRO-TECT SECURITY</u>
By: <u></u> _____ (Signature)	By: <u></u> _____ (Signature)
Name: <u>Garylene Javier</u>	Name: <u>LESLIE BRUNO</u>
Title: <u>Contracts Legal Analyst</u>	Title: <u>PRESIDENT</u>
Date: <u>10 July 2015</u>	Date: <u>JULY 7, 2015</u>



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EXHIBIT A – SCOPE OF WORK

1. Purpose

To provide security and executive protection for All Net.

2. General

1. Subcontractor shall provide personnel, supervision, materials and other assets necessary to conduct executive protection for All Net.
2. The Subcontractor shall provide all personnel, materials, and equipment to conduct these services through the employment of professionally qualified and highly competent staff.
3. The executive protection shall be on an as needed basis.
4. Security detail reports are to be submitted promptly after completion to Luis Vega via mail or email: lvega@isishq.com.

3. Place of performance

Las Vegas, Nevada



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4. Qualifications

1. The Subcontractor shall implement a diligent security plan.
2. Detailed security detail reports must be maintained for each coverage period.

5. Equipment and supplies

The Subcontractor shall provide all equipment and supplies necessary to perform the security and executive protection.

6. Types and frequency

On an as needed basis.



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7. Scheduling

Subcontractor shall coordinate with the client prior to conducting executive protection and security detail. Once detail begins, Subcontractor is responsible for filing all reports within 24 hours to Luis Vega.

8. Documentation and Reporting

Reports should include:

1. To whom detail was assigned
2. Activities
3. Incidents that occurred during detail



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EXHIBIT B – RATES

Subcontractor's rates will be as follows:

1. Static and roving officers/no vehicle – job site
 - a. \$17.84 per hour
2. Officers – for executive offices
 - a. \$19.04 per hour
3. Shift leader – job site
 - a. \$19.52 per hour
4. Uniformed armed guard with vehicle
 - a. \$35.00 per hour
5. Executive protection agents
 - a. \$67.79 per hour
6. Executive protection agents with vehicle
 - a. \$81.39 per hour
7. Drivers with vehicle
 - a. \$81.39



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EXHIBIT C – ADDRESSES FOR INVOICES AND NOTICES

Special Intelligence Services

Notices:

Luis A. Vega, Executive Vice President
1300 Pennsylvania Ave. NW, Suite 700
Washington, DC 20004
202-204-3048

Invoices:

Denise Herndon, Finance and Accounting Clerk
Special Intelligence Service
221 N. Kansas Street, Suite 1500
El Paso, TX 79901
915-219-7233

Subcontractor: Leslie Bruno, President

Notices:

Representative: Leslie Bruno

Phone Number: 702-735-0110

Address:

3511 S. Eastern Ave. Las Vegas, NV 89169

Invoices:

Representative: _____

Phone Number: _____

Address:

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